(Bidder's Name)

Chicago Housing Authority Purchasing Department 55 West Cermak Road - 3rd Floor Chicago, Illinois 60616

Bid Documents for:

Cleaning of 164 Grease Basins at Altgeld-Murray Homes (III. 2-7) to be opened July 5, 1972 at 11:00 a.m., local time.

(Specifications dated June 15, 1972)

Invitation to Bid

 $\underline{\text{Bid Submittal}}$. Bidders are invited to $\underline{\text{SUBMIT BIDS}}$ IN $\underline{\text{DUPLICATE}}$ in person or by mail in a sealed envelope in the form outlined above. + + + + + + + +

Bid Opening. No bids will be accepted after the time indicated above, at which time all bids received will be publicly opened and read aloud.

<u>Instructions</u>. Special care should be used in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract. No bid shall be withdrawn for a period of 45 calendar days after the opening of bids, without the consent of the CHA.

Bid Security. Important. See Special Conditions.

Performance-Payment Bond. See Special Conditions.

Award. The Contract will be awarded to the responsible bidder whose bid is lowest. The CHA reserves the right to reject any and all bids, and to waive any or all informalities in connection with the bid.

Contract Documents. The Bid Form when accepted by the Chicago Housing Authority together with the Special Conditions, Amendment to General Conditions (if any), General Conditions, Technical Specifications, Drawings (if any), and Invitation for Bids, form the contract and they are as fully a part of the contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

Bid Form

Non-Collusion. The bidder affirms that this bid is genuine and not collusive or sham.

 $\underline{\text{Tax}}$. This bid does not include Illinois Retailers' Occupational Expense (so called "Sales Tax"), on direct sales to CHA or on any material incorporated into or becoming part of the work, federal excise taxes, or federal transportation taxes.

<u>Bid</u>. In conformance with the terms, conditions of the Contract Documents, the undersigned, having familiarized himself with local conditions and said Contract Documents hereby proposes, offers, and agrees, if this bid be accepted within 45 calendar days

| or prices indicated below: | |
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| the sum of | |
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| (PLEAS | SE PRINT OR TYPE NAME UNDER SIGNATURE) |
| | (Affix Corp. |
| | (Contractor's Name) Seal) |
| Address | Ву |
| | |
| City & State | (If a Corporation, President or Vi |
| Telephone No | President should sign. If some other Officer signs, evidence of |
| | authority must be submitted.) |
| | |
| | CHICAGO HOUSING AUTHORITY |
| | VENDOR CODECONTRACT NO |
| | AWARD AND NOTICE TO PROCEED |
| The Chicago Housing Authority o | does hereby accept the offer, bid and proposal of the bidd |
| | ons and requirements as contained in the "Contract Documen |
| EA 1970: ST 64 G | performance onand must compl |
| | incalendar days thereafter, pursuant to the t |
| all contract requirements withi | moletion |
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| all contract requirements withi | |

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ADDENDUM NO. 1 dated April 10, 1972

TO: SPECIFICATIONS dated March 27, 1972, for Removal of Ashes and/or Incinerator Refuse, Rubbish, Debris and Garbage from Chicago Housing Authority Developments to be opened April 18, 1972 at 11:00 a.m., local time.

Chicago Housing Authority Purchasing Department 55 West Cermak Road - 3rd Floor Chicago, Illinois 60616

The "SCHEDULE" is hereby modified and supplemented as follows:

- Column titled "No. of Cans Per Pickup" change to "No. of Cans Per Week." On pages 1 through 6.
- 2) Item 1 Lathrop Homes Change Operation V to read "I Pickup Point, I Pickup Per Week with 6 Cans Per Week - located at 1052 W. Byron Street."
- 3) Item 9 ABLA and Jones Change Operation II to "548 Cans Per Week" and Operation V to "674 Cans Per Week."
- 4) Item 28 Lawndale Gardens
 Change Operation V to "120 55 Gal Drums Per Week."
- 5) Item 29 Bridgeport Homes
 Change Operation V to "210 55 Gal Drums Per Week."
- 6) Item 37 Leclaire Courts
 Change Operation V to "588 Cans Per Week."
- 7) In the "SUMMARY OF COMMENTS" Page CM/1, Paragraph 4.
 - a) In the first line, Change "464" to "548."
 - b) For Operation V, Change "(638 Cans)" to "(674 Cans)."
 - c) Under "Brooks Homes," Pickup Days <u>DELETE</u> "Wednesday" as a Pickup Day (leaving Monday, Friday and Saturday).

William E. Brekke
Purchasing Agent

Chicago Housing Authority





(Bidder's Name)

Chicago Housing Authority Purchasing Department 55 West Cermak Road - 3rd Floor Chicago, Illinois 60616

Bid Documents for:

Removal of Ashes and/or Incinerator Refuse, Rubbish, Debris and Garbage from Chicago Housing Authority Developments to be opened April 18, 1972 at 11:00 a.m., local time.

(Period of Contract May 1, 1972 thru April 30, 1973)

(Specifications dated March 27, 1972)

Invitation to Bid

<u>Bid Submittal</u>. Bidders are invited to submit bids in person or by mail in a sealed envelope in the form outlined above.

Bid Opening. No bids will be accepted after the time indicated above, at which time all bids received will be publicly opened and read aloud.

<u>Instructions</u>. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract. No bid shall be withdrawn for a period of 45 calendar days after the opening of bids, without the consent of the CHA.

Bid Security. Important. See Special Conditions.

Performance-Payment Bond. See Special Conditions.

Award. The contract will be awarded to the responsible bidder whose bid is lowest. The CHA reserves the right to reject any and all bids, and to waive any or all informalities in connection with the bid.

Bid Form. Separate copies of the Bid Form are supplied herewith in addition to the copy bound together with the Invitation to Bid. This Bid Form contains separate blanks for various items to be bid. Bidders should complete all blanks (including Name of Development, Item, Operation Number, and amount of Bid) on the face of the Bid Form for all items desired to be bid. One Bid Form may be used for bidding as many items as it will accommodate, and additional Bid Forms may be used for bidding such additional items as are desired. Bidders may bid one, several, or all items, and additional blank Bid Forms may be secured from the CHA upon request.

| NOTE: Bidders may use this form or one substantially similar or a certified check payable to the order of the Chicago Housing Authority. |
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| BID BOND |
| KNOW ALL MEN BY THESE PRESENTS, That we |
| And the state of t |
| as PRINCIPAL, and |
| |
| as SURETY are held and firmly bound unto the Chicago Housing Authority in the penal sum of |
| |
| |
| DOLLARS |
| lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents. |
| THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has |
| submitted the accompanying bid dated , 19, |
| for |
| |
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| |
| NOW, THEREFORE, the condition of this obligation is such that unless the |
| Principal receives written notification of the rejection of his bid by the Chicago Housing Authority he shall not withdraw said bid without the consent of the Chicago |
| Housing Authority within forty-five (45) days after the opening of same, and if the |

a. Within ten (10) days after the prescribed forms are presented to him for signature, execute and/or furnish such further contractual documents, if any, as may be required by the terms of the bid as accepted,

b. Furnish performance and payment bonds with good and sufficient surety or sureties for the faithful performance and fulfillment of such Con-

c. Upon failure to execute and/or furnish prescribed contractual documents including insurance certificates, and performance and payment bonds, or withdrawal of his bid within the period specified without the consent of the Chicago Housing Authority, pay to the Chicago Housing Authority the difference between the amount specified in his bid and the amount for which the Chicago Housing Authority may procure the required work

Principal shall:

(1/67)

tract, or

| or supplies or both, then this to remain in full force and ef | | on shall be null and void; otherwise |
|---|-----------------|---|
| IN WITNESS WHEREOF, the aforesaid Princ | ipal and | Surety have executed this Instrument |
| and affixed their seals hereto, this | | day of, |
| 19 | | |
| | | |
| PLEASE PRIN | T OR TYPE | NAME UNDER SIGNATURE |
| | | |
| | | |
| | (Affix Corp. | (Affix Corp. |
| (Principal) | Seal) | (Corporate Surety) |
| | | |
| Ву | Seal | Ву |
| | | |
| Title (If a Corporation, President or Vice President should sign. If some other Officer signs, evidence of authority must be submitted). | _ | Title(Power of Attorney of person signing for Surety Company must be attached). |
| | | |
| The rate of premium of this bond is \$ | | per thousand. |
| The total amount of premium charges is \$ | \$ | · |
| | | |
| (TO BE F | FILLED IN | BY SURETY COMPANY) |
| | | |

son undergoing sentence of imprisonment of hard labor shall be employed in connection with the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in connection with the Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can perform.

- 32. Persons Entitled to Benefits of Labor and Materials Provisions. The Contractor shall promptly pay all amounts due from him for services rendered, work performed and materials supplied, and he and his Sub-Contractors shall extend to every person who performs for him the work of an architect, technical engineer, draftsman, technician, laborer, or mechanic on the housing development, or on any part thereof or in any connection wherewith, the benefits of the labor and wage provisions of the contract regardless of any contractual relationship between the Contractor and such person, or between any Sub-Contractor and such person.
- 33. Termination for Violation of Labor Provisions. The contract may be terminated by the CHA upon default by the Contractor of any of the provisions of Sections 14, 17, 34, 35, and 36.
- 34. Compliance with Copeland Regulations (29CFR Part 3).

The Contractor shall comply with the Copeland Regulations (29CFR Part 3) of the Secretary of Labor which are herein incorporated by referral.

35. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants, will receive consideration for employment without regard to race, creed, color or national origin.
- The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant

possible to determine, the Contractor and his sureties shall be cumulatively liable for and shall pay to the CHA as fixed and liquidated damages for each day of delay of said completion beyond the contract time specified or as extended as above provided, the sum set forth in the Special Conditions. The CHA shall withhold the amount of the liquidated damages from the payments due the Contractor under the terms of the contract. This provision will be strictly enforced. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay for any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

- 26. Necessary Precautions. If the housing development upon which the contract is to be performed is occupied or in operation, performance of the contract shall be carried on at such times and in such manner as to cause the least interference with the tenants or the normal operation and functioning of the said development. The Contractor shall furnish and erect such temporary structures as may be necessary to properly protect the residents and employees of the housing development, and other persons against accident hazards created by the presence of his equipment and/or the performance of the contract. He shall also protect existing buildings, inside and outside, together with their appurtenances, trees, shrubs, vines, lawns, fences, sidewalks, curbs, pavements, and utilities against damage thereto, and shall at his own expense repair any damage caused by his operations.
- 27. Cooperation. The Contractor shall fully cooperate with other Contractors working on the site and he shall carefully fit his own work to that performed under other contracts, as may be directed by the CHA. The Contractor shall not permit any act which will interfere with performance of any other Contractor. In the event of any question or difference arising between Contractors, the CHA shall be immediately notified so that adjustment of the differences can be made.
- Non-Work Periods. No work on the contract site shall be done on Saturdays, Sundays, or other regular non-working days (holidays) nor shall any work be done before 8:00 a.m., or after 4:30 p.m., on regular working days, except in emergency and/or upon special permission from the CHA.
- 29. Inspection and Review by CHA. The CHA and its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, contracts, books of accounts, and other relevant data and records.
- 30. Payments. The Contractor shall, upon execution of the contract, furnish the CHA with a detailed unit price breakdown of the contract price for its approval. When so approved, said unit prices will be the basis for determining from time to time, the value of the contract performance. Payment for not less than 90% of the value of approved and accepted contract performance for any calendar month (subject to correction of all inspector's exceptions before final payment on the contract) will be made within 15 days after receipt of proper bill therefore. Upon approved completion of the performance of the contract, the Contractor shall bill the CHA for the balance due him and final payment to the Contractor will be made promptly thereafter; provided, however, that there are no uncorrected inspector's exceptions, no unsettled claims against the said balance and, provided, further, that the Contractor shall have executed and delivered such assurances or releases as the CHA may have requested.
- 31. Qualifications for Employment. No person under the age of 16 goars and no per-

- 18. Continuing Obligation. Without limitation of any other provisions of the contract documents, all damage and loss (whether caused by fire, flood, or any other casualty or happenings) to the materials and/or work to be performed pursuant to the Contract Documents (whether or not covered by partial payments), shall be at the risk of the Contractor until final acceptance thereof and no such damages or loss shall relieve the Contractor of, or in any way affect his obligations to complete the Contract in accordance with the Contract Documents, irrespective of any insurance carried by the Contractor.
- 19. <u>Invention</u>, <u>Article</u>, <u>or Appliance</u>. The Contractor shall save and hold the CHA, its officers, agents, servants, and employees harmless from liability for the use of any invention, article, or appliance used in the performance of the Contract.
- 20. Codes-Permits-Regulations. The Contractor shall conform with the requirements of all applicable laws, ordinances, and codes, and shall comply with all rules and regulations of any utility company concerned. He shall be responsible for the issuing of necessary notices, and shall obtain and pay for all necessary inspections and permits, together with any other costs required to be paid in performing the Contract in conformance with the Specifications, except as otherwise provided in the Contract Documents.
- 21. Workmanship. All work shall be done in a neat and workmanlike manner, and in conformance with the best practices of each craft involved. The workmanship shall be subject to inspection and examination at all times and shall be in complete conformance with the requirements established by the Specifications.
- 22. <u>Disputes</u>. Any and all decisions of the CHA shall be final and binding in any disputes that may arise in connection with the Contract, except those disputes concerning wages and classification of labor.
- 23. Stop Order. If at any time during the performance of the Contract, the Contractor in the opinion of the CHA, fails to: (a) provide enough skilled workmen, adequate equipment, or proper materials in sufficient quantities to expeditiously complete the Contract Work in a satisfactory manner, or (b) promptly correct work done which does not conform with the requirements established by the Specifications, or (c) otherwise perform the Contract in conformance with its provisions then the CHA may issue to the Contractor a written order to stop any or all further Contract Work (except corrective work which shall be done promptly and at the Contractor's cost and expense) whereupon the Contractor shall forthwith stop all further work (except said corrective work) and shall not resume same until the stop order is terminated by a written Notice to Resume. Any delay in the completion of the performance of the Contract by reason of any such stop orders shall not be construed as cause for any extension of the contract time nor shall any such delay be the basis of a claim against the CHA for damages. The foregoing provisions are in addition to and not in limitation of the rights of the CHA under any other provisions of the Contract.
- 24. Restoration Cleaning up and Removal of Debris. Upon completion of the Contract the Contractor shall restore the premises where damaged, clean all spots or spatters from the premises, remove all rubbish and debris caused by his operations, and leave the housing development in perfect condition, insofar as his Contract is concerned, to the complete satisfaction of the CHA.
- 25, Liquidated Damages. As actual damages for delay in said completion are im-

All laborers and mechanics employed in connection with the Contract shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by Regulations, Part 3 (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act as amended, the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor of the United States, the substance of which is included in the Special Conditions, regardless of any contractual relationship alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics; and the wage determination decision and the Department of Labor Wage Rate Information Poster shall be posted by the Contractor at the Site of the work in a prominent place where it can be easily seen by the workers.

If the Contractor or any of his Sub-Contractors find it necessary or desirable to exceed the prevailing salary or wage rates specified in his Contract, any expense incurred by the Contractor or Sub-Contractor because of the payment of salaries or wages in excess of such amounts shall not be cause for any increase in the amount payable under his Contract. The CHA shall not consider or allow any claim for additional compensation made by the Contractor or Sub-Contractors because of such payments.

The CHA will not make any payment under the Contract unless and until the CHA has received a certification from the Contractor that such Contractor and each of his Sub-Contractors has made payment to each class of employees in compliance with the applicable provisions of this Section.

Apprentices shall be employed in connection with the Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized Council exists in a State under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

No laborer or mechanic employed in connection with the Contract shall be discharged or in any other manner discriminated against because such laborer or mechanic has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards incorporated in the Contract.

If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the list contained in the Special Conditions, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor, or any applicable State law, whichever is higher, and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the CHA of his intention to employ persons in trades or occupations not classified in sufficient time for the CHA to obtain approved rates for such trades or occupations.

14. Contract Work Hours.

- (a) No Contractor or Sub-Contractor contracting for any part of the Contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be
- (b) In the event of any violation of the clause set forth in paragraph (a), the Contractor and any Sub-Contractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Sub-Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer and mechanic employed in violation of clause (a) above in the sum of \$10 for each calendar day of which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours in a workweek without payment of the overtime wages required by clause (a) above.
- (c) In cases of underpayment of salaries or wages to any architect, technical engineer, draftsman, technician, laborer or mechanic by the Contractor or any other Sub-Contractor, the CHA may withhold from any monies payable on account of work performed by the Contractor or Sub-Contractor, the full amount of wages required by the Contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Sub-Contractor for liquidated damages as provided in clause (b) above.
- 15. Non-Rebate of Wages. The Contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Titled 40, U.S.C., Sec. 276c) which makes it unlawful to induce any person employed in construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all Sub-Contracts hereunder.
- 16. Disputes Concerning Wage Rates and Classification of Labor. All disputes concerning prevailing wage rates or classifications arising under this contract involving (1) significant sums of money (2) large groups of employees or (3) novel or unusual situations shall be promptly reported by the CHA to the Housing and Urban Development (hereinafter designated "HUD"), for decision or, at the option of the HUD, referral to the Secretary of Labor of the United States. The decisions of the HUD or the Secretary of Labor as the case may be, shall be final.
 - All questions arising under this Contract relating to the application or interpretation of the Anti-Kickback Act of Sec. 16 (2) of the Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.
- 17. Prevailing Salaries or Wages. The Contractor and each Sub-Contractor shall pay to all architects, technical engineers, draftsmen, and technicians employed in connection with the Contract not less than the salaries or wages prevailing in the locality of the work as determined or adopted (subsequent to a determination under applicable State or Local taw) by the HUD, and shall pay to all laborers and mechanics not less than the wages prevailing in the locality of the work, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U. S. C., Sec. 276a-276a5), or not less than the wages prevailing in the locality of said work as determined pursuant to applicable State laws, which ever are higher.

- 10. Bond. Upon award of the Contract, and prior to entry on the work site, the successful bidder shall supply and deliver to the CHA an acceptable Performance Bond (together with a Payment Bond if required) in the amount set forth in the Special Conditions.
- Insurance and Contractor's Liability. Prior to entry on the work site, the Contractor shall furnish the CHA with satisfactory evidence (subject to approval of the CHA) that he and his Sub-Contractors have the following insurance coverage which shall not be cancelled or permitted to lapse until final completion and approval of the performance of the Contract, and shall contain a provision that the policy will not be cancelled or changed until 10 days after the CHA has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.
 - A. (1) Workmens Compensation Insurance in compliance with the laws of the State of Illinois (2) \$100,000 Bodily Injury of one person (including death) in any one occurrence (3) \$300,000 Bodily Injury of any number of persons (including death) in any one occurrence (4) \$50,000 Property Damage in any one occurrence and \$50,000 Property Damage aggregate.
 - B. Contractual Liability (Hold Harmless). The Contractor shall be responsible for any and all injury due to damage to any person and/or property including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this Contract, including extra work and shall hold CHA and its employees harmless of any and all loss or damage from such injury, damage or death, and shall defend any such claims asserted or suit brought against CHA or its employees thereon, and shall pay any judgment against CHA and its employees resulting in any such suit; provided, however, that CHA and its employees shall have the right at its option to participate in any such litigation without, however, relieving the Contractor of its obligations hereunder, and further provided that this indemnity agreement shall not apply to injury, sickness, disease, death or destruction, the sole proximate cause of which is an act or omission of the CHA.
- 12. Domestic, Foreign, and Convict-Made Materials. Except for materials listed in this Section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be employed under this Contract in the construction of the Project. (Antimony, Asbestos, Carnauba Wax, China Wood Oil (Tung Oil), Chromium, Cork, Flax, Hemp, Jute, Karigum, Lac, Manganese Ore (35% and over), Mercury, Mica, Native Asphalt, Natural Nickel, Alloy of Copper, Natural Rubber, Nickel, Platinum, Silk, Tin, Titanium, and Tungsten). However, no materials manufactured or produced in a penal or correctional institution shall be incorporated in the work under this Contract.
- 13. Defects and Non-Compliant Workmanship and Materials. The Contractor shall be responsible for and shall remedy any defects in the work due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of acceptance of the work and in accordance with the terms of any special guarantees provided in the Contract. Neither final payment nor any provisions in the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or in respect to faulty materials or workmanship.

secure materials, supplies, tools, equipment or any other items required by the Contractor for the performance of the contract, shall not, in itself, justify an extension of the contract time. In any event, it is the obligation of the Contractor to request an extension of time at the earliest possible time when it appears that the performance of the contract cannot be completed within the contract time. The CHA shall ascertain and find the facts and the extent of the delay and shall extend the contract time for the reasons stated above, and its decision shall be final and conclusive on the parties.

- Right to Terminate Contract. The CHA may, by at least 5 days prior written notice to the Contractor, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the work, if (1) the Contractor fails to execute, deliver and/or furnish the bond, and insurance certificates required and specified within 10 days after notification of contract award (2) the Contractor shall be adjudged a bankrupt, or (3) the Contractor should make a general assignment for the benefit of his creditors, or (4) a receiver should be appointed for the Contractor on account of his insolvency, or (5) the Contractor should violate any provision of the contract documents, as the term is defined in the contract. In the event of such termination, the CHA may take over the performance of the contract and prosecute it to completion, by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned to the CHA thereby plus liquidated damages already accrued. In any such case, the CHA may take possession of and utilize any of the Contractor's materials, appliances, equipment and/or plant as are on the site, as may be necessary to properly complete the contract if it is determined that delay in completion of the performance thereof, whether or not for reasons beyond the control of the Contractor or any sub-contractor, is detrimental to the interest of the CHA. The foregoing provisions are in addition to, and not in limitation of, the rights of the CHA under any of the provisions of the contract.
- 8. Non-Discrimination. In connection with the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post notices incorporating the requirements of this paragraph in conspicuous places, available for employees and applicants for employment. The Contractor further agrees to insert the foregoing provision of this paragraph into all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.
- 9. Non-Interest. No member, officer, or employee of the CHA or former member, officer or employee of the CHA who ceased to be a member, officer, or employee within one year shall voluntarily acquire any interest, direct or indirect, in the housing development or in the contract or a sub-contract relating to the housing development. If any such person involuntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the CHA. Upon any such disclosure, a member, officer, or employee shall not participate in any action of the CHA relating to the property or the contract in which he may have any such interest. No member of or delegate to the Congress of the United States of America, or Resident Commissioner, or member of the Legislature of the State of Illinois, or member of the City Council of the City of Chicago, Illinois, shall be admitted to any share or part of the contract or to any benefit to arise therefrom; provided that this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

GENERAL CONDITIONS

- 1. Assignments and Sub-Contracts. The Contractor shall not assign the contract or sub-contract or any part thereof to any person, firm, corporation or association without prior written approval of the CHA. The Contractor shall insert in each and every sub-contract all the provisions set forth in the Specifications which affect such sub-contracts.
- 2. Taxes. The CHA will furnish certificates of exemption from federal excise taxes, transportation taxes and Illinois Retailers' Occupational Expense (commonly known as "Sales Tax"), on all direct sales to the CHA and all materials incorporated into and becoming part of the work. The Contractor shall pay all other taxes. Regulations of the Bureau of Internal Revenue permit a Contractor ordering materials for a Housing Authority to have the shipment consigned to the Housing Authority, in care of the Contractor and thus obtain exemption from the transportation tax. These regulations apply to specified items. Shipping papers must clearly show that the consignment is to the CHA in care of the Contractor.
- 3. <u>Submittal of Documents</u>. The Contractor shall within ten (10) days after notification of award and prior to entry on the work site, execute, deliver and/or furnish the bond and insurance certificates as required and specified.
- Approval, Inspection, and Rejection of Materials, etc. All work materials and devices are subject to inspection, examination and tests by the CHA at any or all times during the term of the Contract, and at any or all places where the performance of the Contract is carried on. Upon request of the CHA, the Contractor shall furnish sufficient samples of said materials and/or devices for reasonable tests to determine conformance with the requirements of the Specifications. The CHA may send any or all samples to a recognized testing laboratory, and if the report discloses nonconformance, the CHA shall deduct the laboratory charges for such tests and reports, from any monies due or to become due to the Contractor. The CHA shall have the right to reject defective items or work or items which do not conform to the requirements established by the Specifications and to require the replacement or correction thereof at the Contractor's expense. If the Contractor fails to do so, the CHA may, by contract or otherwise, have the defects or noncompliances remedied and the rejected items removed from the site and charge the cost against any monies due or to become due to the Contractor without prejudice of any of the rights or remedies of the CHA.
- 5. Changes. The CHA may have changes in the contract requirements by making alterations thereof or by making additions thereto or omissions therefrom without invalidating the contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the provisions of the contract, and without affecting the validity of the required bonds, and without relieving or releasing said requirements or any additions thereto or omissions therefrom, the contract price and time of completion shall be subject to an equitable adjustment. All such additions shall be executed under the conditions of the original contract. No additions or change shall be performed unless in pursuance of a written order from the CHA authorizing the addition or change, and no claim for an addition to the contract price shall be valid unless so ordered.
- 6. Delays-Extensions. The Extensions of the contract time shall be allowed because of delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, or of the CHA, or acts of another Contractor in the performance of a contract with the CHA, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays of sub-contractors due to such causes. However, any delay caused by failure to secure labor or to

(A11 1/67)

| | CHICAGO HOUSING AUTHURITY |
|--|---------------------------------------|
| * | CONTRACT NO. |
| | VENDOR CODE |
| | |
| CONTRACT FOR | M |
| | same. |
| THIS AGREEMENT made on | , 1972 |
| | |
| by and between | |
| hereinafter called the "Contractor" and the Chi called the "CHA." | cago Housing Authority, hereinafter |
| WITNESSETH, that the Contractor and the CHA for agree as follows: | the consideration stated, herein |
| | |
| ARTICLE 1. Scope. The Contractor shall furnish labor, tools, and equipment and shall perform to intent of, and the requirements established by 1972, entitled: | this contract in conformance with the |
| REMOVAL OF ASHES and/or INCINERATOR REFUS | GE, RUBBISH, DEBRIS and GARBAGE |
| from | |
| Housing Developments Operated by the | Chicago Housing Authority |
| Period: May 1, 1972 thru | April 30, 1973 |
| which are incorporated herein by reference and the following "OPERATIONS" at the listed "DEVEL | |
| Item No. Name of Development | Operations |
| | |
| | |
| | |
| ARTICLE 2. Term of Contract. The term of this of business on May 1, 1972 and end at the close | |
| ARTICLE 3. The Contract Price. The Chicago Ho Contractor for the satisfactory performance of subject to additions and deductions as provided | this Contract, in current funds, |
| | |
| | (\$) per |
| | |
| | (\$) per |
| | |
| | (\$) per |
| | |

ARTICLE 4. Payment. Payment shall be made as set forth in the Specifications referred to above.

ARTICLE 5. Contract Documents. Contract Documents shall consist of the following component parts:

- 1. This Instrument
- 2. Specifications
 - (a) Conditions
 - (1) Special Conditions
 - (2) Amendment to General Conditions
 - (3) General Conditions
 - (b) Technical Specifications
 - (c) Schedule
- 3. Bid Form
- 4. Invitation to Bid

This Instrument together with the documents enumerated in this Article form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in the Article entitled "Contract Documents" shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in 2 counterparts the day and year first above written.

(PLEASE PRINT OR TYPE NAME UNDER SIGNATURE)

| | (Affix Corp. |
|--------------|--------------------------------------|
| | (Contractor's Name) Seal) |
| Address | Ву |
| City & State | (If a Corporation, President or Vice |
| Telephone No | President should sign. It some other |
| | CHICAGO HOUSING AUTHORITY |
| | Ву |
| | Title |

Special Conditions

- 1. <u>Bid Security</u>. Each bid must be accompanied by a bid bond or a certified check payable to the Chicago Housing Authority in an amount equal to the <u>TOTAL</u> of the amount of bid security (as listed in the "SCHEDULE") required for each Development for which a bid is entered.
- 2. <u>Performance Bond</u>. Upon award of the Contract, the Contractor must provide and pay for an acceptable Performance Bond in the amount of 100% of the estimated value of the Contract.
- 3. Term of Contract. The term of this Contract shall begin at the start of business May 1, 1972 and end at the close of business April 30, 1973.
- 4. <u>Insurance</u>. <u>In addition</u> to the insurance required in the General Conditions, Contractor shall furnish the CHA with satisfactory evidence that he has <u>Motor Vehicle Insurance</u> in the amounts of:

\$100,000 Bodily Injury of one person (including death) in any one occurrence.

\$300,000 Bodily Injury of any number of Persons (including death) in any one occurrence.

\$ 50,000 Property Damage in any one accident.

\$ 50,000 Property Damage aggregate.

NOTE: Contractual (Hold Harmless Insurance is required).

- 5. <u>Bid Submittal</u>. Bids may be submitted for all or any of the Housing Developments as they are named in the "SCHEDULE". A single bid for any combination of Developments will not be considered except where these Developments are combined on the "SCHEDULE" itself.
- 6. Site Inspection. For informational purposes only, shown below is a Resume showing the name of each Housing Development, the address, the telephone, and the name of the Maintenance Superintendent or Chief Engineer or Custodian. Projects should be contacted directly to arrange for site inspection, including designation of "Pick-up Points".

RESUME

| Name of Housing Development | Address | Maintenance Supt Telephone |
|--------------------------------------|--------------------|----------------------------|
| Addams, Brooks, Abbott and Loomis | 1324 S. Loomis | Eric Williams 791-8922 |
| Altgeld-Murray | 940 E. 132nd St. | D. Pettis CO 4-3020 |
| Archer | 2242 S. Princeton | T. Tarr 791-8598 |
| Armour Square Apts. | 32nd and Wentworth | R. Collins 842-8927 |
| Bridgeport Homes | 844 W. 32nd St. | T. Tarr 791-8598 |
| Budd Apts. | 501 W. Surf | M. Radosanybvic 281-0646 |
| Cabrini and Green | 418 W. Oak St. | Virgil Cross 791-8611 |
| Callner Apts. | 855 W. Aldine | Felix Schade 348-8745 |
| Dearborn Homes | 2960 S. Federal | H. Boston 791-8572 |
| Madden Park Homes | 3750 S.Ellis | G. Bradshaw 791-8681 |
| Eckhart Park Apts. | 838 N. Noble | J. Zake 226-5440 |
| Fisher Apts. | 5821 N. Broadway | J. Faltum 784-1674 |
| 1 10.101 | sc/l | (Continued) |

SC/L (Continu

| RESUME | (Continued) |
|--------|-------------|

| Name of Housing Development | Address | Maintenance Supt Telephone |
|---------------------------------|--------------------------------------|----------------------------|
| Flannery Apts. | 1507 N. Clybourn | P. Brison 751-8579 |
| Franklin and Drake | 440 N. Drake | J. Radford 826-1181 |
| Garfield Park Apts. | 3700 W. Congress Pkwy. | John Dozier 533-2286 |
| Harrison | 2930 W. Harrison | J. Kirby 791-8868 |
| Horner | 1834 W. Washington | W. Sandford 791-8674 |
| Ickes | 2400 S. State | T. Tarr 791-8598 |
| Lake Michigan Apts. | 4227 S. Dakenwald | E. Moncure 791-8705 |
| Lathrop | 2567 N. Hoyne | J. Roberts 791-8950 |
| Lawndale | 2533 S. California | T. Tarr 791-8598 |
| Leclaire | 4410 S. Laporte | Marquerite Ward 791-8864 |
| Madden Park Homes | 3750 S. Ellis | J. Davis 791-8679 |
| Maplewood | 330 S. Maplewood | W. Adams 791-8891 |
| Midwest Terrace | 144 S. Campbell | Edward Bryant 791-8891 |
| Ogden (Lawndale Mgmt. | | |
| Office) | 2710 W. Ogden | J. Kirby 791-8868 |
| Park View Apts. | 3916 W. Washington | Clifton Travis 826-2858 |
| Prairie and Ext. | 2616 S. Parkway | T. Tarr 791-8598 |
| Rockwell | 2500 W. Jackson Blvd. | W. Adams 791-8891 |
| Shields Apts. | 344 W. 28th Place | John B. Lewis 225-4161 |
| Stateway | 3640 S. State | J. Barksdale 791-8770 |
| Sullivan Apts. | 1633 W. Madison | R. Rathsam 791-8655 |
| Taylor | 4700 S. State | C. Clarke 791-8850 |
| Trumbull/ Lowden | 2437 E. 106th St. 200 W. 95th St. | C. Seego 768-2572 |
| Washington Park | 4440 S. Cottage Grove | E. Moncure 791-8705 |
| Wells, Wells Ext. and Darrow | 454 E. Pershing Road | T. McKnight 791-8799 |
| Wentworth | 3770 S. Wentworth | A. Price 791-8816 |
| Wicker Park | 1414 N. Damen | Z. Spahic 278-0727 |
| Williams Jones Apts. | 1447 S. Ashland | E. Williams 791-8922 |
| Raymond M. Hilliard | 54 W. Cermak Road | Frank Smith 791-8603 |
| Illinois 2-39 | 1039 W. Hollywood | A. Heiberger 334-0475 |
| Judge W. E. Green Apts. | 4030 S. Lake Park | E. Bransford 548-9883 |
| Judge F. W. Slater Apts. | 740 E. 43rd St. | B. Howard 548-8817 |
| Illinois 2-10 | 5040 N. Kenmore | Gerald Miller 561-1582 |
| Illinois 2-53 | 655 W. 65th | Charles Redditt 487-9310 |
| | SC/2 | (Continued) |

SC/2

(Continued)

RESUME (Continued)

| Name of Housing Development | Address | Maintenance Supt Te | elephone |
|--------------------------------|------------------------|---------------------|----------|
| Illinois 2-58 | Clark and Irving | Herbert H. Baum 34 | 48-9859 |
| Illinois 2-40 | 4945 N. Sheridan | E. Denmer 33 | 34-8926 |
| Illinois 2-52 | 64th and University | F. Randall 99 | 55-9214 |
| Illinois 2-57 | 49th and Langley | H. Vaughn 6 | 24-2326 |
| Illinois 2-61 | Lincoln and Sheffield | H. Begic 5 | 28-6840 |
| Illinois 2-49 | 69th and South Chicago | C. Shannon 7 | 52-9672 |
| Illinois 2-56 | 4645 N. Sheridan | S. Petrovic 3 | 34-9447 |
| Illinois 2-50 | 2111 N. Halsted | J. Bishop 9 | 44-9300 |
| Illinois 2-73 | 6400 N. Sheridan | L. Antonetti 4 | 65-9544 |
| Illinois 2-51 | 2136 N. Clark | D. Gambotz 2 | 48-8572 |

- 7. Payments. The Contractor shall bill the Chicago Housing Authority monthly for all work performed during that period and payment will be made within 15 days after receipt of a bill therefor. To facilitate prompt payment, Contractors shall cooperate in the following billing system:
 - (1) At the time of collection, Contractor shall have a "pick-up ticket" signed by a Project Representative showing the agreed yardage and/or number of cans for that pick-up. A copy of each ticket shall also be given to the Project Representative signing same.
 - (2) If Contractor has more than one contract, he shall prepare separate monthly invoices for each contract. The original and one copy of the invoice shall be sent directly to the Project Office, and a second copy of the invoice shall be sent to the CHA Fiscal Department, 55 West Cermak Road, Chicago, Illinois 60616.
- 8. Preferred Pick-Up Days. As far as is possible, Contractor shall cooperate with the projects involved and arrange regular pick-up days acceptable to the projects. Where a particular day for pick-up is designated on the "SCHEDULE," Contractor shall make pick-ups only on the designated days.
- 9. <u>Tabulation of 1971 Bids</u>. For informational value only, a copy of the 1971 bid results is <u>attached</u>.
- 10. Employment and Training of Residents. The Contractors shall, to the greatest extent feasible, provide opportunities for training and employment for residents of CHA Developments qualified in the craft needed, or qualifiable as possessing the necessary ability or potential to perform needed skills.

AMENDMENTS TO GENERAL CONDITIONS

- On page GC/6 of the <u>General Conditions</u>, <u>DELETE</u> all of Section 25, captioned "Liquidated Damages."
- On Page GC/3 of the <u>General Conditions</u>, <u>DELETE</u> all of Section 13, captioned "Defects and Non-Compliant Workmanship and Materials," and on GC/7 <u>ALL</u> of Section 30, captioned "Payments."
- On Page GC/7 of the <u>General Conditions</u>, <u>DELETE ALL</u> of Section 28, captioned "Non-Work Periods."

IMPORTANT NOTE:

- (1) Bid Security: See $\underline{\text{SCHEDULE}}$ for Bid Security required. Bids without security will $\underline{\text{NOT}}$ be considered.
- (2) Award of Contract. Listed above are two columns, one for the per can rate and one for the per cubic yard rate. Bidders must bid ALL operations at a Development (Item). Only one Contract will be awarded per Development (Item), based on the per can rate bid times the estimated weekly number of cans for removal, plus the per cubic yard rate bid times the estimated average weekly cubic yards for removal.

Non-Collusion. The bidder affirms that this proposal or bid is genuine and not collusive or sham; that he has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference to fix any overhead, profit, cost element of said bid, or those of any other bidder, or to secure any advantage against the Purchaser or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Tax. This bid does not include federal excise taxes, federal transportation taxes, or Illinois Retailers' Occupational Expense (so-called "Sales Tax").

NOTE: This bid with supporting documents must be submitted in a sealed envelope clearly marked as indicated in the Invitation to Bid.

(PLEASE PRINT OR TYPE NAME UNDER SIGNATURE)

| Date | Bidder | (Affix Corp. Seal) |
|--------------|---|--------------------------|
| Address | by: | |
| City & State | Title(If a Corporation, Preside | ent or Vice |
| Telephone No | President should sign. It officer signs, evidence of must be submitted) | f authority |

BID FORM

RELATIVE TO:

SPECIFICATIONS dated March 27, 1972 for removal of Ashes and/or Incinerator Refuse, Rubbish, Debris and Garbage from Housing Developments Operated by the Chicago Housing Authority

TO: Chicago Housing Authority
55 West Cermak Road - 3rd Floor
Chicago, Illinois 60616

BID. In conformance with the terms, conditions of the Specifications noted above, Invitation to Bid, and other documentary forms therewith, the undersigned, having familiarized himself with local conditions and having examined the Contract Documents, hereby proposes, offers, and agrees, if this bid be accepted within 45 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject Specifications for the removal of <u>ALL</u> (as indicated in "SCHEDULE").

ASHES and/or INCINERATOR REFUSE, RUBBISH, DEBRIS and GARBAGE

from the following housing developments from time to time during the period from May 1, 1972 to April 30, 1973, for the sum set opposite the name of it below in the column headed "AMOUNT OF BID" $^{\prime\prime}$

| NAME OF HOUSING DEVELOPMENT | OPERATION NO. | A M O U N T PER CAN * | PER CU. YD. * |
|-----------------------------|---------------|--------------------------|---------------|
| ITEM NO. | | | a P W |
| | | | |
| | | | |
| ITEM NO. | 3 2 | <u> </u> | - |
| | | | |
| | | 7 1 7 | |
| ITEM NO. | | | |
| | | - | |
| | | | |
| ITEM NO. | | | |
| | | | |
| | | | |
| ITEM NO. | | | |
| | | | |
| | | | |
| TTEM NO | | | |
| ITEM NO. | | | |
| | | | |
| | | | |

^{*} If Development (ITEM) has more than one "per can rate" or "per cubic yard rate" to be bid, be certain to identify which "OPERATION" applies to each bid.

orders of the Secretary of Labor.

- The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, the rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraph (a) through (g) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. The provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works," approved July 8, 1933, shall be deemed to be and hereby are made a part of this Contract the same as if such provisions had been incorporated verbatim herein.
- 36. Payrolls and Related Reports. Payroll records shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed in the development of the project. Such records shall contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor shall submit a weekly Statement of Compliance (on forms furnished by the CHA) which includes statements that (1) such payroll is correct and complete, (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the CHA, the HUD and the United States Department of labor, and shall permit such representatives to interview employees during working hours on the job.

The Contractor shall also furnish to the CHA any other information or certifications relating to his or his sub-contractors employees in such forms as the CHA may request.

TECHNICAL SPECIFICATIONS

- 1. Scope. It is the intent of these Specifications to establish the requirements for the removal of all the Ashes and/or Incinerator Refuse, Rubbish, Debris and Garbage from the Housing Development named in the "SCHEDULE," from time to time, during the period of time herein set forth, including the disposal of same by the Contractor.
- 2. Equipment. The Contractor shall provide all necessary equipment for the said removal and disposal such as trucks, shovels, etc., but not the cans into which said refuse and garbage will be deposited by the CHA between pick-ups.
- 3. Places of Pick-Up. The CHA will assemble the said cans (24 gallon capacity unless otherwise noted) and volumes at the pick-up points established in a location that is convenient for emptying by the Contractor into his trucks. After said emptying, the Contractor shall leave the empty cans in neat rows at the respective pick-up points for further handling by the CHA.
- 4. Bulky Miscellaneous Rubbish. The "Bulky Miscellaneous Rubbish" includes, but is not restricted to, abandoned household furniture, discarded auto tires, and other pieces too bulky to be put into the ash cans hereinafter referred to. It does not include "Building Debris" such as broken concrete, earth, or sand.
- 5. <u>Building Debris</u>. Includes debris such as broken concrete, earth, and sand, but does <u>not</u> include inflammable roofing materials.
- 6. Frequency and time of Pick-Ups. At each pick-up, the Contractor shall put the contents of the cans (and volumes of other designated rubbish and debris) into his trucks and remove same from the Development and dispose of it, the number of times set forth in the "SCHEDULE" attached, provided, however, that said pick-ups shall be spaced an equal number of days apart insofar as is feasible, and provided, further, that pick-ups shall be made only on regular working days after 8:00 a.m., and before 1:00 p.m., local time. If a pick-up day falls on a holiday, the pick-up shall be made on the following regular working day. Requests for specific days of pick-up are to be adhered to.
- 7. Estimated Quantities. Actual cuantities required to be removed and disposed of may vary from the estimates shown in the "SCHEDULE" attached. In any event, the Contractor shall remove and dispose of all the actual quantities which accumulate at the respective pick-up points in the Development. Payment shall be made on the per can/per cubic yard basis for all quantities actually removed.

I - Ashes, Coal
 II - Incinerator Refuse
 III - Bulky Miscellaneous Rubbish
 IV - Building Debris
 V - Raw Garbage

| Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No. of Cans Per Pickup | No. of Cu. Yds Per Week | Bid Security | Comments * |
|--------------------------------|--------------------------|----------------------------|----------------------------------|---------------------------------|----------------------------------|-----------------|---------------------|
| Item 8 | II | 32 | 2 | 1,170 | | | 3 |
| Cabrini & Green | III | 1 | 6 | | 200 | \$900.00 | |
| | IV | 1 - | 4/Mo. | 186 | 40 | | × |
| | v | 20 | 1 | 55 Gal | | | |
| Item 9 | II | 13 | ** | 464 | dio nio | \$900.00 | 4 |
| ABLA & | III | 14 | * | | 280 | , 900.00 | |
| Jones | IV | 2 | As needed | | 20/Mo. | 1 | |
| | V | 29 | * | 638 | ** *** | | |
| Item 10 | II | 2 | 1 | 40 | *** | \$ 50.00 | |
| Archer | III | 2 | 1 | - · | 3 | | |
| Item 11 | II | 6 | 2 | 141 | | 4500.00 | Tuesdays & |
| Lawndale Mgmt | III | 27 | 2 | | 67 | \$500.00 | Fridays <u>Only</u> |
| Area - Ogden & Harrison | V | 22 | 2 | 614 55 Ga1 | | | |
| Item 12 | II | 12 | 1 | 400 | 697 618 | \$200.00 | 3 |
| Ickes | III | 1 | 2 | iatr esa | 80 | | |
| Item 13 | II | 5 | 1 | 150 | | \$100.00 | 8 |
| Prairie Cts. & Extension | III | 5 | . 1 | M 50 | 12 | 7100:00 | 3 [®] |
| Item 14 | · II | 11 | 1 | 480 | | | Wednesday |
| Rockwell, | III | 11 | 1 | | 285 | \$300.00 | Only |
| Maplewood & Midwest Terrace | | | | | | | |
| Item 15 | II | 19 | 2* | 792 | | | |
| Horner & | III | 19 | 2 | | 94 | \$500.00 | |
| Horner Extension - & Ill 2-27 | | | | | | | |

^{*} See Summary of Comments (CM/1)

I - Ashes, Coal
II - Incinerator Refuse
III - Bulky Miscellaneous Rubbish
IV - Building Debris
V - Raw Garbage

| Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No. of Cans Per Pickup | No. of Cu. Yds Per Week | Bid Security | Comments * |
|------------------------|--------------------------|----------------------------|----------------------------------|---------------------------------|----------------------------------|-----------------|------------|
| Item 16 | II | 9 | 2 | 360 | | \$250.00 | 3 |
| Dearborn | III | 1 | 2 | | 70 | | |
| Item 17 | II | 1 | 1 | 17 | | NONE | |
| Parkview | III | 1 | 1 | W2 W3 | 1/4 | 9 | |
| Item 18 | II | 1 | 1 | 16 | | NONE | |
| Garfield Park | III | 1 | 1 | 160 (61 | 1/4 | | |
| Item 19 | II | 2 | 1 | 32 | MT 600 | NONE | , |
| Wicker Park | III | 2 | 1 | ∞ = | 1/4 | | |
| Item 20 | II | 1 | 1 | 16 | all acc | NONE | |
| Fisher Apts. | III | 1 | 1 | w e0 | 1/4 | | |
| Item 21 | II | 1 | 1 | 14 | e e | NONE | |
| Hattie Callner | III | 1 | 1 | | 1/4 | | |
| Item 22 | II | 1 | 1 | 19 | eo ou | NONE | |
| Britton I. Budd | III | 1 | 1 | | 1./4 | | 2.2 |
| Item 23 | II | 1 | 1 | 26 | 00 89 | NONE | |
| Flannery | III | 1 | 1 | - | 1/4 | | |
| Item 24 | II | 2 | 1 | 41 | | \$50.00 | |
| Eckhart | III | 1 | 1 | 98 60 | 1/4 | | × |

^{*} See Summary of Comments (CM/1)

I - Ashes, Coal

II - Incinerator Refuse
III - Bulky Miscellaneous Rubbish
IV - Building Debris
V - Raw Garbage

| Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No. of Cans Per Week | No. of Cu. Yds Per Week | Bid Security | Comments * |
|-----------------------------|--------------------------|----------------------------|----------------------------------|-------------------------------|----------------------------------|-----------------|--------------------------------------|
| Item 25 | II | 1 | 2 | 50 | | \$ 50.00 | |
| Sullivan Apts. | III | 1 | 1 | US AM | 1 | , 30100 | .v |
| Item 26 | II | 1 | I management and an inches | 16 | m =0 | | |
| Franklin & Drake | III | 1 | 1 | | 1/4 | NONE | |
| Item 27 | II | 1 | 1 | 11 | 50 500 | | II |
| Shields Apts. | III | 1 | 1 | - 12 | 1/4 | NONE | |
| Item 28 | III | 4 | 2 | Gr US | 5 | \$ 75.00 | |
| Lawndale Gardens | V | Ţ | 3 | 40 55 Gal | i i | 7 73100 | |
| Item 29 | TII | 7 | 2 | MR 60 | 5 | | , |
| Bridgeport | V | 7 | 3 | 70 55 Gal | - DE | \$100.00 | |
| Item 30 | II | 4. | | 128 | 700 881 | \$100.00 | |
| Raymond M. Hilliard | III | 4 | 1. | one ara | 30 | Ÿ200*00 | |
| Item 31 | II | 2 | 1 | 48 | m 53 | \$ 50.00 | |
| Judge F. W. Slater Apts. | III | 1 | 1 | 150 (28 | 1/4 | Ÿ 30.00 | |
| Item 32 | II | 1 | 1 | 1.5 | 08 564 | NONE | |
| Judge W. E. Green Apts. | III | 1 | 1 | cs ou | 1/4 | INOINE | - |
| Item 33 | II | 29 | 1 | 1200 | | , | ⑤ ③ |
| Taylor | III | 29 | * | | 687 | \$1,000.00 | Operation II on Thursdays Only |

^{*} See Summary of Comments (CM/1)

I - Ashes, Coal
II - Incinerator Refuse
III - Bulky Miscellaneous Rubbish
IV - Building Debris
V - Raw Garbage

| 500 | Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No. of Cans Per Pickup | No. of Cu. Yds Per Week | Bid Security | Comments * |
|-----|---------------------------------|--------------------------|----------------------------|----------------------------------|---------------------------------|--|-----------------|--------------------------|
| | Item 34 | I | 1 | 5% | and and | がく | \$ 50.00 | 2 |
| | 5040 North | II | 1 | 1 | 11 55 Gal | ss so | φ 30.00 | 6 |
| ** | Kenmore | III | 1 | 1 | 00 160 | 3 | | |
| | Item 35 | II | 14 | 1 | 510 | oo ma | | Operation V |
| | Wells, Wells | III | 1 | 5 | NO 40 | 150 | \$1,000.00 | on Monday Wednesday & |
| | Ext. Darrow and Scattered | V | 27 | 3 | 3634 | | | Friday 7 |
| | Item 36 | II | 1, | 1. | 10 55 Gal | MO (KD) | | |
| | 1039 West Hollywood | III | 1. | 1 | es w | 1/4 | NONE | i i |
| | Item 37 | III | 1. | 3 | PR (IC) | 75 | | 0 |
| | Leclaire | V | 22 | 3 | 196 | on oo | \$200.00 | 3 |
| | Item 38 | II | 1 | 1 | 24 | CONSISTENCE AND SECURITION AND SECURITION ASSESSMENT AND SECURITION ASSESSMENT ASSESSMEN | | |
| | 655 West 65th | III | 1 | 1 | MG 027 | 1/4 | NONE | 9 |
| | Item 39 | II | 3 | 1 | 35 | NA 80 | | |
| | Clark & Irving | III | 1. | 1 | ero osa | 1/4 | NONE | |
| | Item 40 | II | 1 | 1 | 26 | 200 MZ | | |
| | 4945 North Sheridan | III | 1. | 1 | 60 · W0 | 1/4 | NONE | |
| | Item 41 | II | 1 | 1 | 18 | 5D 00 | | |
| | 64th and Minerva | III | 1 | 1 | | 1/4 | NONE | |
| | Item 42 | II | 1 | 1 | 17 | CD 860 | NONE | |
| | 49th and Langley | III | 1 | 1 | | 1/4 | NONE | |

^{*} See Summary of Comments (CM/1)

I - Ashes, Coal
II - Incinerator Refuse
III - Bulky Miscellaneous Rubbish
IV - Building Debris
V - Raw Carbage

SCHEDULE

| Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No. of Cans Per Pickup | No. of Cu. Yds Per Week | Bid Security | Comments * |
|----------------------------|--------------------------|--|--|---------------------------------|----------------------------------|-----------------|------------|
| Item 43 | II | | 7 | 36 | (ACC 1 d.) | | |
| Lincoln & Sheffield | III | 1 | 1 | ido em | 1/4 | NONE | |
| Item 44 | T. I. | TO THE REAL PROPERTY AND THE PROPERTY AN | 1 | 1.5 | CCC USD | NONE | |
| 69th and So. Chicago | III | 1 | 1 | (Ma. 60) | 1/4 | 1,011 | |
| Item 45 | II | 1 | 1 | 2.7 | oo ne | NONE | |
| 4645 North Sheridan | III | 1 | 1 | EC) VEI | 1/4 | 2.02.13 | |
| Ltem 46 | II | 1 | A SEC SOCIAL SHARE | 2/2 | ur ca | | |
| 2111 North Halsted | | | | | , | NONE | 9 |
| Item 47 | II | 7 | 2 | 48 | OU 02 | \$100.00 | |
| 6400 North Sheridan Rd. | III | 1 | 1. | 6.3 M3 | 1/2 | | |
| Item 48 | TT | 1 | 1 | 1 C | OC OC | NONE | |
| 2136 North Clark St. | III | 1 | 1 | 96 OU | 1/4 | | |
| Item 49 | II | 3 | 2 | 153 | (33 (39 | | |
| Madden Park Homes | III | 3 | 2 | 522 005 | T. | \$150.00 | |
| Item 50 | II | 1 | 1 | 20 | V8 - CD2 | NONE | |
| 64th and Yale Ave. | III | 1 | 1 | C3 &3 | 2/4 | NONE | |

^{*} See Summary of Comments (CM/1)

Page 6 of 6

COMMENTS

NOTE: Unless otherwise noted the word "CAN" means a can of 24 gal. capacity.

- No coal is used during July and August and parts of September and June.
 Contractor shall cover ashes with tarpaulin, when loaded on truck, so as to prevent any ashes from blowing.
- 2. May thru September 7 cu. yds. of Ashes, pick up two (2) times per week. October thru April - 15 cu. yds. of Ashes, pick up three (3) times per week. Total estimated quantity 150 cu. yds.
- 3. Contractor shall supply Dumpster Boxes.
- 4. The 464 cans of Incinerator Refuse located at 7 pick-up stations at Abbott Hi-Rise and 2-pick-up stations at Loomis Courts and 1-pick-up station at William Jones with one pick-up per week to be on WEDNESDAY, plus 3-pick-up stations at Brooks Extension with two (2) pick-ups from each station per week on TUESDAY and FRIDAY.

For Operation V (638 cans) the twenty nine (29) pick-up stations and pick-up days are as follows:

Addams Row Houses - Six (6) stations - Pick-up on MONDAY and SATURDAY

Abbott Row Houses - Ten (10) stations - pick-up on MONDAY, WEDNESDAY and SATURDAY

Brooks Homes - Thirteen (13) stations - pick-up on \underline{MONDAY} , $\underline{WEDNESDAY}$, \underline{FRIDAY} and $\underline{SATURDAY}$

The 280 cu. yds. per week of Bulky Miscellaneous Rubbish from 10-pick-up stations at Abbott Hi-Rise, Loomis Courts, William Jones with one (1) pick-up to be on a <u>WEDNESDAY</u>, plus 3-pick-up stations at Brooks Extension with <u>two</u> (2) pick-ups from each station per week on <u>TUESDAY</u> and <u>FRIDAY</u>.

One location (1313 West Arthington Street) to be provided with a large Dumpster Box on a CONTINUOUS basis, and shall be emptied upon notice from project. Average pick-up four times a week.

- 5. For Bulky Miscellaneous Rubbish three (3) pick-ups per week from 29 buildings, and five (5) pick-ups per week at the Boiler House. Four large Dumpster Boxes required at all times at the Boiler House.
- 6. Ashes are shoveled from storage room to truck by Contractor.
- 7. The Bulky Miscellaneous Rubbish which is stored in the rear of the Project Office will require a Dumpster. With the Dumpster service, one (1) pick-up per day is required.
- 8. Two (2) pick-ups per week are required at Prairie Courts Extension because the storage area for discarded furniture is in the upper level of the boiler room causing a fire hazard.
- 9. This building utilizes an E-Z pak compaction unit with four (4) containers used per week. Two (2) cubic yard containers are used.
- 10. In Wentworth Gardens proper pick-up on MONDAY, WEDNESDAY, THURSDAY, FRIDAY and SATURDAY. In the 58th Street area pick-up on MONDAY only. At 4250 S. Princeton Ave. pick-up on THURSDAY only.

I - Ashes, Coal
II - Incinerator Refuse
III - Bulky Miscellaneous Rubbish
IV - Building Debris
V - Raw Garbage

| Housing Development | No. of Opera- tion | No. of Pickup Points | No. of Pickups Per Week | No.of Cans Per Pickup | No. of Cu. Yds Per Week | Bid Security | Comments * |
|------------------------|--------------------------|----------------------------|----------------------------------|-----------------------------|----------------------------------|-----------------|---|
| Item 1 | I | 1 | As needed | NO 880 | 50 | | ① ③ |
| Lathrop | III | 1 | 3 | | 50 | \$200.00 | Pick up ashes at 2567 N. Hoyne. Ash |
| Homes | V | 13 | 2 | 388 | | | Chutes at site |
| Item 2 | I | 1 | As needed | | 30 | | 1 |
| Wentworth | II | 1 | 1 | 30 | | \$300.00 | 0 |
| Gardens | III | 2 | 4 | m 00 | 95 | | |
| | V | 16 | 5 | 925 | | | |
| Item 3 | II | 8 | 1 | 465 | | | Note: Operation III |
| Stateway | III | 1 | See Note | ■ ∞ | 72 | \$250.00 | Pickup As Needed (Minimum once a Week) |
| Item 4 | I | 4 | 2 | 1.60 | | | |
| Altgeld- | III | 1 | 6 | | 500 | \$1000.00 | 1 |
| Murray | IV | 1 | 1/Mo. | ec es | 4/Mo. | | |
| | V | 51 | 3 | 1188 | | | |
| Item 5 | II | 3 | 2 | 25 | | | 3 |
| Trumbul1 | III | 17 | 2 | ec es | 32 | \$500.00 | Trumbull-Pick up on Tuesday |
| Park & Lowden Homes | IV | Various | As needed | | 10/Mo. | | & Friday Only Lowden-Pickup |
| | V | 17 | 2 | 927 | | | on Wednesday & Saturday Only |
| Item 6 | II | 11 | 1 | 485 | m 02 | | |
| Washington | III | 5 | 1 | W) 644 | 82 | \$300.00 | |
| Park | V | 13 | 3 | 870 | | | |
| Item 7 | II | 4 | 1 | 52 | - 22 | \$100.00 | |
| Armour Sq. | III | 1 | 1 | | 1/4 | | |

^{*} See Summary of Comments (CM/1)

SPECIAL CONDITIONS

- 1. Bid Security. None required.
- 2. Performance and Payment Bond. None required.
- 3. <u>Time of Completion</u>. The Contractor shall commence work under the Contract on a date specified in the written Notice to Proceed to be issued by the CHA and shall fully complete all work thereunder within <u>15</u> consecutive calendar days after the effective date thereof.
- 4. <u>Contractor's Property</u>. The CHA shall not be responsible for loss or damage of any of the Contractor's property.
- 5. Tenant Labor. The Contractors shall, to the greatest extent feasible, provide opportunities for training and employment for residents of this development qualified in the craft needed, or qualifiable as possessing the necessary ability or potential to perform needed skills.

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GENERAL CONDITIONS

- 1. Assignments and Sub-Contracts. The Contractor shall not assign the contract or sub-contract or any part thereof to any person, firm, corporation or association without prior written approval of the CHA. The Contractor shall insert in each and every sub-contract all the provisions set forth in the Specifications which affect such sub-contracts.
- 2. Taxes. The CHA will furnish certificates of exemption from federal excise taxes, transportation taxes and Illinois Retailers' Occupational Expense (commonly known as "Sales Tax"), on all direct sales to the CHA and all materials incorporated into and becoming part of the work. The Contractor shall pay all other taxes. Regulations of the Bureau of Internal Revenue permit a Contractor ordering materials for a Housing Authority to have the shipment consigned to the Housing Authority, in care of the Contractor and thus obtain exemption from the transportation tax. These regulations apply to specified items. Shipping papers must clearly show that the consignment is to the CHA in care of the Contractor.
- 3. Submittal of Documents. The Contractor shall within ten (10) days after notification of award and prior to entry on the work site, execute, deliver and/or furnish the bond and insurance certificates as required and specified.
- Approval, Inspection, and Rejection of Materials, etc. All work materials and 4. devices are subject to inspection, examination and tests by the CHA at any or all times during the term of the Contract, and at any or all places where the performance of the Contract is carried on. Upon request of the CHA, the Contractor shall furnish sufficient samples of said materials and/or devices for reasonable tests to determine conformance with the requirements of the Specifications. The CHA may send any or all samples to a recognized testing laboratory, and if the report discloses nonconformance, the CHA shall deduct the laboratory charges for such tests and reports, from any monies due or to become due to the Contractor. CHA shall have the right to reject defective items or work or items which do not conform to the requirements established by the Specifications and to require the replacement or correction thereof at the Contractor's expense. If the Contractor fails to do so, the CHA may, by contract or otherwise, have the defects or noncompliances remedied and the rejected items removed from the site and charge the cost against any monies due or to become due to the Contractor without prejudice of any of the rights or remedies of the CHA.
- 5. Changes. The CHA may have changes in the contract requirements by making alterations thereof or by making additions thereto or omissions therefrom without invalidating the contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the provisions of the contract, and without affecting the validity of the required bonds, and without relieving or releasing said requirements or any additions thereto or omissions therefrom, the contract price and time of completion shall be subject to an equitable adjustment. All such additions shall be executed under the conditions of the original contract. No additions or change shall be performed unless in pursuance of a written order from the CHA authorizing the addition or change, and no claim for an addition to the contract price shall be valid unless so ordered.
- 6. Delays-Extensions. The Extensions of the contract time shall be allowed because of delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, or of the CHA, or acts of another Contractor in the performance of a contract with the CHA, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays of sub-contractors due to such causes. However, any delay caused by failure to secure labor or to

secure materials, supplies, tools, equipment or any other items required by the Contractor for the performance of the contract, shall not, in itself, justify an extension of the contract time. In any event, it is the obligation of the Contractor to request an extension of time at the earliest possible time when it appears that the performance of the contract cannot be completed within the contract time. The CHA shall ascertain and find the facts and the extent of the delay and shall extend the contract time for the reasons stated above, and its decision shall be final and conclusive on the parties.

- Right to Terminate Contract. The CHA may, by at least 5 days prior written notice to the Contractor, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the work, if (1) the Contractor fails to execute, deliver and/or furnish the bond, and insurance certificates required and specified within 10 days after notification of contract award (2) the Contractor shall be adjudged a bankrupt, or (3) the Contractor should make a general assignment for the benefit of his creditors, or (4) a receiver should be appointed for the Contractor on account of his insolvency, or (5) the Contractor should violate any provision of the contract documents, as the term is defined in the contract. In the event of such termination, the CHA may take over the performance of the contract and prosecute it to completion, by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned to the CHA thereby plus liquidated damages already accrued. In any such case, the CHA may take possession of and utilize any of the Contractor's materials, appliances, equipment and/or plant as are on the site, as may be necessary to properly complete the contract if it is determined that delay in completion of the performance thereof, whether or not for reasons beyond the control of the Contractor or any sub-contractor, is detrimental to the interest of the CHA. The foregoing provisions are in addition to, and not in limitation of, the rights of the CHA under any of the provisions of the contract.
- Non-Discrimination. In connection with the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post notices incorporating the requirements of this paragraph in conspicuous places, available for employees and applicants for employment. The Contractor further agrees to insert the foregoing provision of this paragraph into all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.
 - Non-Interest. No member, officer, or employee of the CHA or former member, officer or employee of the CHA who ceased to be a member, officer, or employee within one year shall voluntarily acquire any interest, direct or indirect, in the housing development or in the contract or a sub-contract relating to the housing development. If any such person involuntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the CHA. Upon any such disclosure, a member, officer, or employee shall not participate in any action of the CHA relating to the property or the contract in which he may have any such interest. No member of or delegate to the Congress of the United States of America, or Resident Commissioner, or member of the Legislature of the State of Illinois, or member of the City Council of the City of Chicago, Illinois, shall be admitted to any share or part of the contract or to any benefit to arise therefrom; provided that this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

- 10. Bond. Upon award of the Contract, and prior to entry on the work site, the successful bidder shall supply and deliver to the CHA an acceptable Performance Bond (together with a Payment Bond if required) in the amount set forth in the Special Conditions.
- Insurance and Contractor's Liability. Prior to entry on the work site, the Contractor shall furnish the CHA with satisfactory evidence (subject to approval of the CHA) that he and his Sub-Contractors have the following insurance coverage which shall not be cancelled or permitted to lapse until final completion and approval of the performance of the Contract, and shall contain a provision that the policy will not be cancelled or changed until 10 days after the CHA has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.
 - A. (1) Workmens Compensation Insurance in compliance with the laws of the State of Illinois (2) \$100,000 Bodily Injury of one person (including death) in any one occurrence (3) \$300,000 Bodily Injury of any number of persons (including death) in any one occurrence (4) \$50,000 Property Damage in any one occurrence and \$50,000 Property Damage aggregate.
 - B. Contractual Liability (Hold Harmless). The Contractor shall be responsible for any and all injury due to damage to any person and/or property including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this Contract, including extra work and shall hold CHA and its employees harmless of any and all loss or damage from such injury, damage or death, and shall defend any such claims asserted or suit brought against CHA or its employees thereon, and shall pay any judgment against CHA and its employees resulting in any such suit; provided, however, that CHA and its employees shall have the right at its option to participate in any such litigation without, however, relieving the Contractor of its obligations hereunder, and further provided that this indemnity agreement shall not apply to injury, sickness, disease, death or destruction, the sole proximate cause of which is an act or omission of the CHA.
- 12. Domestic, Foreign, and Convict-Made Materials. Except for materials listed in this Section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be employed under this Contract in the construction of the Project. (Antimony, Asbestos, Carnauba Wax, China Wood Oil (Tung Oil), Chromium, Cork, Flax, Hemp, Jute, Karigum, Lac, Manganese Ore (35% and over), Mercury, Mica, Native Asphalt, Natural Nickel, Alloy of Copper, Natural Rubber, Nickel, Platinum, Silk, Tin, Titanium, and Tungsten). However, no materials manufactured or produced in a penal or correctional institution shall be incorporated in the work under this Contract.
- 13. Defects and Non-Compliant Workmanship and Materials. The Contractor shall be responsible for and shall remedy any defects in the work due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of acceptance of the work and in accordance with the terms of any special guarantees provided in the Contract. Neither final payment nor any provisions in the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or in respect to faulty materials or workmanship.

14. Contract Work Hours.

- (a) No Contractor or Sub-Contractor contracting for any part of the Contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- (b) In the event of any violation of the clause set forth in paragraph (a), the Contractor and any Sub-Contractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Sub-Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer and mechanic employed in violation of clause (a) above in the sum of \$10 for each calendar day of which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours in a workweek without payment of the overtime wages required by clause (a) above.
- (c) In cases of underpayment of salaries or wages to any architect, technical engineer, draftsman, technician, laborer or mechanic by the Contractor or any other Sub-Contractor, the CHA may withhold from any monies payable on account of work performed by the Contractor or Sub-Contractor, the full amount of wages required by the Contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Sub-Contractor for liquidated damages as provided in clause (b) above.
- 15. Non-Rebate of Wages. The Contractor agrees to comply with the regulations, rulings, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U. S. C., Sec. 874 and Titled 40, U. S. C., Sec. 276c) which makes it unlawful to induce any person employed in construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all Sub-Contracts hereunder.
- 16. Disputes Concerning Wage Rates and Classification of Labor. All disputes concerning prevailing wage rates or classifications arising under this contract involving (1) significant sums of money (2) large groups of employees or (3) novel or unusual situations shall be promptly reported by the CHA to the Housing and Urban Development (hereinafter designated "HUD"), for decision or, at the option of the HUD, referral to the Secretary of Labor of the United States. The decisions of the HUD or the Secretary of Labor as the case may be, shall be final.

All questions arising under this Contract relating to the application or interpretation of the Anti-Kickback Act of Sec. 16 (2) of the Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

17. Prevailing Salaries or Wages. The Contractor and each Sub-Contractor shall pay to all architects, technical engineers, draftsmen, and technicians employed in connection with the Contract not less than the salaries or wages prevailing in the locality of the work as determined or adopted (subsequent to a determination under applicable State or Local law) by the HUD, and shall pay to all laborers and mechanics not less than the wages prevailing in the locality of the work, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U. S. C., Sec. 276a-276a5), or not less than the wages prevailing in the locality of said work as determined pursuant to applicable State laws, which ever are higher.

TECHNICAL SPECIFICATIONS

FOR

CLEANING GREASE BASINS

- It is the intent of these specifications to establish the requirements for the cleaning of grease basins, and removal of sludge and debris issuing therefrom.
- 2. Grease basins shall be cleaned of all accumulation of silt, sludge, debris, or foreign matter via use of vacuum-powered equipment of sufficient size and in such mechanical condition as to meet with the requirements of the work. Equipment used shall be plainly marked with the company name and manned by qualified operator experienced in the use of vacuum-powered equipment.
- 3. Repair of damages to lawn, trees, fencing, cross walks, curbs, or paving, as a result of negligence, shall be at the expense of the Contractor. Barricades, planking, red flags, and signs shall be furnished, and removed when no longer required.
- 4. Contractor shall submit in triplicate a schedule of work operations for Chicago Housing Authority approval.
- 5. Bidders shall visit the site and inspect the basins to be cleaned to determine the extent of cleaning required and accessibility of the basins. Submission of a bid shall be taken as evidence of compliance with the requirements.

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(Bidder's Name)

Chicago Housing Authority Purchasing Department 55 West Cermak Road - 3rd Floor Chicago, Illinois 60616

Bid Documents for:

Cleaning of 164 Grease Basins at Altgeld-Murray Homes (III. 2-7) to be opened July 5, 1972 at 11:00 a.m., local time.

(Specifications dated June 15, 1972)

Invitation to Bid

 $\underline{\mathtt{Bid}\ \mathtt{Submittal}}.$ Bidders are invited to $\underline{\mathtt{SUBMIT}\ \mathtt{BIDS}}\ \underline{\mathtt{IN}\ \mathtt{DUPLICATE}}$ in person or by mail in a sealed envelope in the form outlined above. + + + + + + + +

Bid Opening. No bids will be accepted after the time indicated above, at which time all bids received will be publicly opened and read aloud.

<u>Instructions</u>. Special care should be used in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract. No bid shall be withdrawn for a period of 45 calendar days after the opening of bids, without the consent of the CHA.

Bid Security. Important. See Special Conditions.

Performance-Payment Bond. See Special Conditions.

Award. The Contract will be awarded to the responsible bidder whose bid is lowest. The CHA reserves the right to reject any and all bids, and to waive any or all informalities in connection with the bid.

Contract Documents. The Bid Form when accepted by the Chicago Housing Authority together with the Special Conditions, Amendment to General Conditions (if any), General Conditions, Technical Specifications, Drawings (if any), and Invitation for Bids, form the contract and they are as fully a part of the contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

Bid Form

Non-Collusion. The bidder affirms that this bid is genuine and not collusive or sham.

Tax. This bid does not include Illinois Retailers' Occupational Expense (so called "Sales Tax"), on direct sales to CHA or on any material incorporated into or becoming part of the work, federal excise taxes, or federal transportation taxes.

<u>Bid</u>. In conformance with the terms, conditions of the Contract Documents, the undersigned, having familiarized himself with local conditions and said Contract Documents hereby proposes, offers, and agrees, if this bid be accepted within 45 calendar days

| | ngs necessary to fully perform and satisfy all said Contract Documents, for and at the price | | | | |
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| the sum of | Dollars | | | | |
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| | (Contractor's Name) Corp. | | | | |
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| | CHICAGO HOUSING AUTHORITY | | | | |
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| | NOTICE TO PROCEED accept the offer, bid and proposal of the bidde | | | | |
| THE POST OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY | frements as contained in the "Contract Document | | | | |
| | onand must comple | | | | |
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| CHICAGO HOUSING AUTHORITY | Dato | | | | |
| | Date | | | | |
| Ву | Title | | | | |

BF 2/67

(Bidder's Name)

Chicago Housing Authority Purchasing Department 55 West Cermak Road - 3rd Floor Chicago, Illinois 60616

Bid Documents for:

Cleaning of 164 Grease Basins at Altgeld-Murray Homes (III. 2-7) to be opened July 5, 1972 at 11:00 a.m., local time.

(Specifications dated June 15, 1972)

Invitation to Bid

Bid Opening. No bids will be accepted after the time indicated above, at which time all bids received will be publicly opened and read aloud.

<u>Instructions</u>. Special care should be used in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract. No bid shall be withdrawn for a period of 45 calendar days after the opening of bids, without the consent of the CHA.

Bid Security. Important. See Special Conditions.

Performance-Payment Bond. See Special Conditions.

Award. The Contract will be awarded to the responsible bidder whose bid is lowest. The CHA reserves the right to reject any and all bids, and to waive any or all informalities in connection with the bid.

Contract Documents. The Bid Form when accepted by the Chicago Housing Authority together with the Special Conditions, Amendment to General Conditions (if any), General Conditions, Technical Specifications, Drawings (if any), and Invitation for Bids, form the contract and they are as fully a part of the contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated.

Bid Form

Non-Collusion. The bidder affirms that this bid is genuine and not collusive or sham.

Tax. This bid does not include Illinois Retailers' Occupational Expense (so called "Sales Tax"), on direct sales to CHA or on any material incorporated into or becoming part of the work, federal excise taxes, or federal transportation taxes.

<u>Bid</u>. In conformance with the terms, conditions of the Contract Documents, the undersigned, having familiarized himself with local conditions and said Contract Documents hereby proposes, offers, and agrees, if this bid be accepted within 45 calendar days

| from the date of bid opening to do all things terms, conditions, and requirements of the said or prices indicated below: | |
|--|--------------------------------------|
| the sum of | Dollars |
| (\$ | |
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| | |
| (PLEASE PRINT OR TYPE | |
| | (Affix Corp. |
| | (Contractor's Name) Seal) |
| Address | Ву |
| City & State | Title |
| Telephone No. | (If a Corporation, President or Vice |
| | CHICAGO HOUSING AUTHORITY |
| VENDO | R CODE CONTRACT NO. |
| | |
| The Chicago Housing Authority does hereby accept | |
| herein, subject to all conditions and requirement | |
| You are authorized to commence performance on_ | |
| all contract requirements withinca | |
| of your contract. (Date of Completion | .) |
| 3, | |
| CHICAGO HOUSING AUTHORITY | Date |
| Ву | Title |
| Бу | 11018 |

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